



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1075504 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC, ERP, PSF

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62;
- an order requiring the landlord to complete emergency repairs to the rental unit, pursuant to section 33; and
- an order requiring the landlord to provide services or facilities required by law, pursuant to section 65.

The landlord's agent ("landlord") and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed that he was the property manager for the landlord company named in this application and that he had permission to speak on its behalf at this hearing. This hearing lasted approximately 52 minutes.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application.

Settlement Terms

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision and orders.

During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of their dispute:

1. Both parties agreed to abide by section 29 of the *Act*, the landlord agreed to provide at least 24 hours' written notice, and the tenant agreed to provide access to the rental unit whether he is present or not, for the following:
 - a. the landlord, at its own cost, agreed to have certified, licensed professionals inspect the ceiling collapse and resulting asbestos and mold, the window frames, the leaking bathroom tiles and walls, and the roof, and repair or replace if recommended by the professionals, by January 25, 2019;
 - b. the landlord, at its own cost, agreed to remove the old stove from the rental unit and replace it with a new or used stove that is in proper, working condition, by January 11, 2019;
2. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application at this hearing.

These particulars comprise the full and final settlement of this dispute. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settles their dispute.

The tenant was given ample time during the hearing in order to ask questions and obtain information, which I answered, to assist him in settling this application. Most of the hearing time was spent listening to the tenant asking questions, making statements and determining whether he wanted to settle. I confirmed with the tenant, a number of times during the hearing, that he wanted to settle this application of his own free will.

Conclusion

I order both parties to abide by section 29 of the *Act*, prior to the landlord's and repair professionals' entry into the rental unit. I order the landlord to complete the above inspections and repairs/replacement, if necessary, as per condition #1, by the above deadlines.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: December 28, 2018

Residential Tenancy Branch